

New England Police Benevolent Association, IUPA, AFL-CIO v. Town of Goffstown,
Decision No. 2014-277 (Case No. G-0138-2).

The Union claimed that the Town violated RSA 273-A:5, I (a), (b), (c), (d), (e), (g), (i) and/or RSA 273-A:3 (imposing an obligation to bargain in good faith) when it withheld an increase in annual leave time earned by a bargaining unit employee. The Union asserted that annual leave was not a cost item under RSA 273-A:1, IV and that the affected employee was entitled to receive the disputed annual leave pursuant to the evergreen clause of the 2011-13 collective bargaining agreement (CBA) or the status quo doctrine. The Town denied the charges. The Town maintained that annual leave was a cost item; that the parties were in a status quo period; and that, under the status quo doctrine, the Town was not obligated to provide the disputed annual leave increase.

The PELRB found that the Town's refusal to provide the affected employee with an increase from two to three weeks of leave per year constituted an unfair labor practice in violation of RSA 273-A:5, I (e) and (g) because the leave increase was not a cost item and the Town was obligated to provide leave increase under CBA evergreen clause and/or under status quo doctrine. The Union's claims that the Town also violated sub-sections (a), (b), (c), (d), & (i) were dismissed. The Town was ordered to provide the leave increase and otherwise make the affected employee whole.

Disclaimer: This summary is intended to provide a brief description of the issues in this case and the outcome. The summary is not a substitute for the decision, should not be relied upon in place of the decision, and should not be cited as controlling or relevant authority in PELRB proceedings or other proceedings.